INTERGOVERNMENTAL AGREEMENT BETWEEN DENVER AND AURORA REGARDING CONSTRUCTION OF THE EAST COLFAX AVENUE BUS RAPID TRANSIT PROJECT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between **CITY & COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado (**"**Denver") and the **CITY OF AURORA**, a home rule city and municipal corporation of the State of Colorado ("Aurora") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties are legally empowered under Article XIV, Section 18(2)(a) of the Colorado Constitution, C.R.S. Section 29-1-201, *et. seq.*, and their respective charters and organizational documents and the laws of the State of Colorado to enter into this Agreement.

WHEREAS, the Parties wish to cooperate to deliver the East Colfax Avenue Bus Rapid Transit Project, that will provide a corridor-based bus rapid transit system located partially in Denver and partially in Aurora.

WHEREAS, Aurora and Denver previously entered into an intergovernmental agreement dated December 28, 2022, addressing the design and preconstruction phase of the East Colfax Avenue Bus Rapid Transit Project.

WHEREAS, the Parties now wish to enter into an intergovernmental agreement addressing the construction phase of the East Colfax Avenue Bus Rapid Transit Project.

WHEREAS, the Parties have agreed that Denver will procure and manage contracts necessary to deliver the East Colfax Avenue Bus Rapid Transit Project including contracts for owners representative, design, preconstruction and construction services.

WHEREAS, this Agreement sets forth the Parties commitments during the construction phase of the Project.

WHEREAS, the Parties anticipate that ownership of completed improvements, maintenance and operation of the Project will be addressed in a separate agreement(s).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, the Parties hereto mutually agree to the terms and conditions described below.

SECTION 1 - BACKGROUND

1.01 East Colfax Bus Rapid Transit. In the fall of 2020, Denver, in coordination with the Regional Transportation District ("RTD"), initiated a National Environmental Policy Act

("NEPA") study and development of preliminary engineering plans for a Bus Rapid Transit ("Colfax BRT") system that would serve East Colfax Avenue between Denver Union Station and the RTD R-Line Colfax Station at Interstate 225 in Aurora (the "Project").

1.02 Federal Transit Administration. In November 2021, the Project was approved by the Federal Transit Administration ("FTA") for Project Development and is formally in the FTA "pipeline" of Capital Investment Grant projects.

1.03 Regional Transportation District. As the designated recipient of federal funds, RTD is the Project Sponsor, and with full cooperation of Denver, will pursue Small Starts funding for the Project. In August 2022, Denver submitted the East Colfax Avenue BRT Project Small Starts Rating Application. Attached as **Exhibit A.**

1.04 Project. The Project is a corridor-based bus rapid transit system that includes features emulating the service provided by rail fixed guideway. The Project includes the features and elements set forth in the East Colfax Avenue BRT Small Starts Rating Application. Attached as **Exhibit A**.

1.05 Additional Station Amenities. The Project only includes those station features, and amenities identified in **Exhibit A**. The Parties expressly acknowledge and agree that additional station amenities/betterments beyond those identified in **Exhibits A** are outside the scope of this Agreement and the FTA Small Starts Grant process.

1.06 Project Segments. The Project has three distinct segments with different physical/geometric configurations as follows:

Downtown Segment: Curbside-running alignment in westbound 15th Street and eastbound 17th Street existing bus lanes between Denver Union Station and Civic Center station ("Downtown Segment").

Denver Segment: Center-running alignment in dedicated fixed guideway lanes in Denver between Civic Center station and the intersection of East Colfax Avenue and Yosemite Street ("Denver Segment").

Aurora Segment: Curbside-running alignment in mixed traffic flow in Aurora between the intersection of East Colfax Avenue and Yosemite Street to the Colfax/R Line Light Rail Transit station ("Aurora Segment").

SECTION 2 – FUNDING AURORA SEGMENT

2.01 Aurora Construction Contribution. Within 30 days of the execution of this Agreement, Aurora shall pay to Denver **ELEVEN MILLION SIX HUNDRED AND SEVENTY THOUSAND DOLLARS AND NO CENTS ($11,670,000.00)** to fund construction and related services for the Aurora Segment of the Project ("Aurora's Construction Contribution"). Aurora's Construction Contribution is based upon the current estimate and includes contingency.

2.02 Project Fund. Denver has set up a project account that will hold all project funds, separate from other accounts of Denver. The Project account will contain a subaccount for Aurora's Construction Contribution which will generate its own investment earnings.

2.03 Use of Aurora Construction Contribution. Aurora's Construction Contribution may be used for construction, program management and design related to construction of the Aurora Segment. An estimate of the costs associated with constructing the Aurora Segment is attached as **Exhibit B** – Cost Estimate.

2.04 Accounting. Denver shall keep an accounting of the Project account, including the subaccount for Aurora's Construction Contribution and investment earnings, and shall provide Aurora with quarterly reports detailing investment earnings generated to date and how Aurora's Construction Contribution is being expended.

2.05 Funding.

2.05.1 Aurora's Construction Contribution of $11,670,000 is 50.3% of the current estimated cost to construct the Aurora Segment plus contingencies and assumes Denver receives the full anticipates FTA grant award of $126,900,000.00 ("FTA Grant Award").

2.05.2 If additional funding is necessary to complete the Aurora Segment, Denver will notify Aurora in writing as soon practicable. Denver will provide Aurora with a date by which additional funds must be received to avoid delay and any resulting increased costs. Denver will endeavor to provide six months advance notice of the need for additional funding. If Aurora is not able to provide additional funding within the available time Aurora will timely coordinate scope reductions with the City. If Aurora subsequently identifies additional funding there may be additional costs associated with re-sequencing the work, extended general conditions, and/or acceleration to complete the Project on schedule.

2.05.3 Denver funds will not be used for construction of the Aurora Segment.

2.06 Unused Funds. If any funds remain in the Aurora's Construction Contribution subaccount after the Project is complete, those unused funds will be returned to Aurora within 90 days.

SECTION 3 – ADDITIONAL TERMS

3.01 Standards. Denver shall require that the construction of all stations in the Aurora Segment conform to all current applicable FTA, DOT, CDOT, RTD and City of Aurora design standards. In addition, Denver shall require that the Aurora Segment be constructed in conformance with the requirements of the Americans with Disabilities Act ("ADA") and the guidelines in the Public Rights-of-Way Accessibility Guidelines ("PROWAG") to the maximum extent feasible. The Contractor will be required to obtain required permits for any work within Aurora's public Right-of-Way.

3.02 Temporary Construction Easements. Aurora shall obtain and pay for temporary construction easements ("TCEs") needed to construct the Aurora Segment. A list of anticipated TCE's needed to construct the Aurora Segment with estimated costs is attached as **Exhibit C**. Aurora will acquire all TCEs by July 1, 2024. If Aurora does not meet this deadline, Aurora will work with the City to provide any additional funding necessary to re-sequence the work, fund extended general conditions, and/or fund acceleration costs to complete the work on schedule. This deadline may be extended by the City of Denver's Project Manager in writing if the extension will not impact the start of construction. The City of Denver will not issue a notice to proceed with construction of the Aurora Segment until all necessary TCEs are obtained.

3.03 The Parties do not intend, and nothing contained in this Agreement shall be deemed, to create a partnership, co-tenancy, joint venture, or agency of any kind.

3.04 This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties to this Agreement, the venue for the dispute resolution shall be the District Court for and in the City and County of Denver, Colorado.

3.05 This Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns. This Agreement is solely between and for the benefit of the Parties, and no design consultant, contractor, any subcontractor nor any other person is a third-party beneficiary to or under this Agreement.

3.06 This Agreement cannot be amended or modified except by a written document signed by all Parties and in the same manner that approval herein is granted. Approval of any amendment the Denver City Council and Aurora City Council as required by their respective charters.

3.07 Disputes. The Parties agree to work together to resolve issues or disputes related to this Agreement informally at the lowest level possible and within the established technical working groups and between technical discipline leads, subject matter experts and project managers. If an issue cannot be resolved at this initial level Denver's Colfax BRT Program Director and Aurora's Deputy City Manager for the Public Works Department will meet to resolve the issue. Any issue Denver's Program Director and Aurora's Deputy City Manager are unable to resolve will be presented to the East Colfax Ave. BRT Project Executive Oversite Committee.

3.08 No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

3.09 The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

3.10 Notices. All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, addressed as follows:

Denver: Executive Director, Department of Transportation and Infrastructure or Designee
201 West Colfax Ave. Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Aurora: City Manager
City of Aurora
15151 East Alameda Parkway
Aurora, Colorado 80012

With a copy of any such notice to:

Public Works Department
Attn: Traffic Manager
15151 East Alameda Parkway, Suite 3200
Aurora, Colorado 80012

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

3.10 The Parties are political subdivisions of the State of Colorado and, as such, (1) all financial obligations described hereunder are subject to annual budget and appropriations requirements, and (2) no consultants, contractors or subcontractors shall have lien rights against the Parties, nor against any property lying within the boundaries of the Parties, in the event of nonpayment of any amount due under this Agreement.

3.11 The Parties, their elected officials, directors, officials, officers, agents, and employees are relying upon and do not waive or abrogate or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as the same may be amended from time to time.

3.12 No elected official, director, officer, agent, or employee of any Party shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

3.13 This Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous, or subsequent

addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the Parties at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the Parties.

3.14 Except as expressly provided elsewhere herein, each Party shall be responsible for all suits, demands, claims, costs, or actions proximately resulting from its own individual acts or omissions or from the acts or omissions of any of its officers or employees.

3.15 It is the intent of the Parties that no third-party beneficiary interest is created in or by this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event each of them expressly disclaims any such acts or actions, particularly in view of the integration of this Agreement.

3.16 The Parties agree that any duly authorized representative of Aurora and Denver, including the Denver Auditor or his or her designee, shall, until three (3) years after termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records directly related to this Agreement upon at least ten (10) calendar days prior written notice.

3.17 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; provided however if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

3.18 The Parties represent that to the best of their information and belief no elected official, officer or employee of Denver and Aurora is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise because of the lawful discharge of the responsibilities of such elected official, officer or employee.

3.19 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

3.20 Confidentiality. Aurora has access to non-public information (verbal, written, electronic) as a result of their participation in the Project. Aurora will coordinate with Denver before releasing non-public information.

3.21 Electronic Signatures and Electronic Records**.** The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by such Party in the manner specified by such Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A - Small Starts Rating Application, Section 1 Project Narrative.

Exhibit B - Cost Estimate.

Exhibit C - Temporary Construction Easements (TCEs).

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Contract Control Number: DOTI-202370886-00
Contractor Name: CITY OF AURORA

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: DOTI-202370886-00
Contractor Name: CITY OF AURORA

ATTEST:

By:_____
Kadee Rodriguez,
City Clerk for the City of Aurora

CITY OF AURORA

By: _____
Mike Coffman, MAYOR

Date: _____

APPROVED AS TO FORM:

By:_____
Michelle Gardner, Sr. Asst. City Attorney

Exhibit A

Small Starts Rating Application Excerpts

Section 1 Project Narrative pp 6-10 of 1,387 PDF pages

Small Starts Rating Application
Section 1: Project Narrative

Introduction

The Denver Regional Transportation District (RTD) requests an FTA Small Starts project rating for the East Colfax Avenue Bus Rapid Transit (Colfax BRT) corridor project. RTD and the City and County of Denver (CCD) have been analyzing the East Colfax Avenue corridor as a potential high-capacity transit corridor for the past 10 years. Strong community support for the project was reflected in the 75% preference for center-running BRT in the Colfax corridor. RTD/CCD selected BRT as the locally preferred alternative in July 2017, and the LPA was included in the *2050 Metro Vision Regional Transportation Plan* - the region's fiscally constrained long-range transportation plan in April 2021.

In November 2020, RTD/CCD initiated a National Environmental Policy Act (NEPA) study and development of preliminary engineering plans for the BRT system that will serve East Colfax Avenue between downtown Denver Union Station (DUS) and the RTD R-Line Colfax Station at Interstate 225 (I-225) in the City of Aurora. FTA Region 8 approved the project for entry to Project Development in October 2021. RTD/CCD anticipate completing the FTA Project Development process and submitting a construction grant application in August 2023, receiving a Small Starts construction grant by early 2024, and completing construction/beginning revenue service by the third quarter of 2026.

The proposed Colfax BRT service will combine and replace the existing bus Route 15 and Route 15L services which combined have the highest ridership in the entire RTD system with 22,000 riders per average weekday. The Colfax BRT enhanced transit service will respond to growing travel demand in the corridor and is fully compatible with locally adopted neighborhood plans. The Colfax BRT project improvements will provide faster, more reliable and safer service in this increasingly congested corridor. With center-running dedicated BRT lanes, level boarding platforms, off-board fare collection, and Transit Signal Priority (TSP), as well as forecasted population and employment growth in the corridor, average weekday ridership is expected to increase by more than 40%.

As the FTA grantee for the Denver Metropolitan Area, RTD will be the project sponsor and CCD will be a subrecipient to RTD for receipt of FTA funds programmed and allocated to the project. RTD will also operate the BRT service. RTD has extensive technical capacity and experience managing New and Small Starts projects over the past 30 years. CCD and CIty of Aurora are primary providers of local match for the project and will maintain their respective corridor segments and stations. Other cooperating agencies include Colorado DOT and Denver Regional Council of Governments (DRCOG).

Project Identification/Limits

The Colfax BRT project will operate along the 9.9-mile corridor between Denver Union Station (DUS) through Civic Center station to the R Line light rail station in Aurora, which are the limits for NEPA evaluation and clearance. A Documented Categorical Exclusion (DCE) is underway and will be completed prior to the construction grant application in August 2023. However, RTD/CCD define the Colfax BRT Capital Investment Grant (CIG) project limits for this Small Starts rating application and potential FTA funding as Civic Center station to the R Line station since that is the 8.5-mile portion of the corridor where substantial capital improvements will be made to meet the FTA BRT definition. This CIG project does not include the BRT vehicles - they will be procured by RTD with other funding.

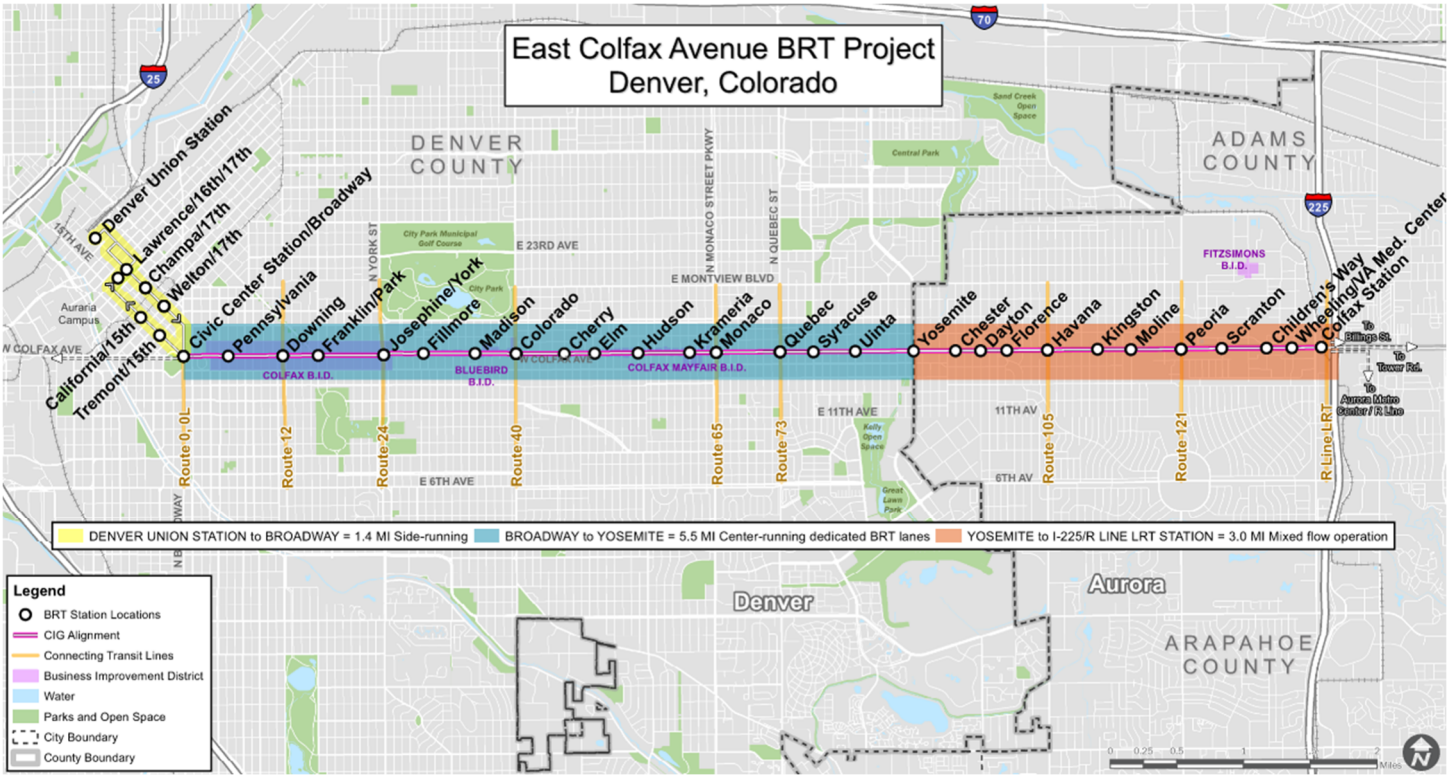
The BRT elements within the CIG project limits will include project branding; 5.5 miles of dedicated BRT lanes for faster, more reliable service; bi-directional service 24 hours per day and 7 days per week; short headways (4.3-minute composite headway all day and 15-minute headways overnight);

and enhanced stations with ADA access, shelter from the weather, and route/schedule information. In addition, the Colfax BRT project may include level boarding station platforms, off-board fare collection, improved lighting, security cameras, and emergency telephones; transit signal priority (TSP) treatments at appropriate locations to reduce transit travel time; and improved, safe pedestrian access. The capital cost estimate for the project is $255M in year-of-expenditure (YOE) dollars. In August 2023, RTD/CCD intend to request a CIG grant of less than 50% of the capital cost. RTD/DOTI already have 74% of the non-CIG funding committed or budgeted.

The 8.5-mile Colfax BRT CIG project includes 28 enhanced stations with an average spacing of 0.31-mile as shown on **Figure 1.** That map also illustrates the full 9.9-mile operational corridor including the Downtown Denver segment from Denver Union Station to Civic Center Station, as detailed below.

- Curbside-running alignment in the existing one-way 15th/17th Street dedicated bus lanes between Denver Union Station and Civic Center (Colfax/Broadway) station; 1.4 miles, 4 one-way side-stations in each direction with 0.35-mile average spacing
- Center-running alignment in dedicated BRT lanes between Civic Center (Colfax/Broadway) station and Colfax/Yosemite Street; 5.5 miles, 16 stations (32 one-direction split center-platforms) with 0.34-mile average spacing
- Curbside-running alignment in mixed traffic flow in Aurora east of Colfax/Uinta station to Colfax/R Line LRT station (near I-225); 3 miles, 12 stations (24 one-direction split side-platforms) with 0.27-mile average spacing

Figure 1. Colfax BRT Project Limits



The Colfax BRT project will directly serve and connect several of DRCOG's designated urban centers with improved transit service. Within those urban centers are a wide variety of residential, employment, commercial/retail, institutional, education, healthcare, office, cultural, and recreational facilities, and major activity centers. These include Denver Union Station – RTD's central rail and bus hub for the region; Downtown Denver - the largest employment center in the region with

125,390 employees; Civic Center/State Capitol complex; 14 major residential neighborhoods; four Business Improvement Districts (BIDs); Denver East High School; recreational/cultural centers such as the Ogden Theater, Bluebird Theater, Fillmore Auditorium, Aurora Fox Art Center, and Carla Madison Recreation Center; National Jewish Health Center; Martin Luther King, Jr public library; Anschutz Medical Campus including the largest VA Hospital in Colorado; and the R Line LRT station. A total of 135,760 employees are within ½-mile of and served by the corridor.

Current Conditions

The major activity centers within the corridor include the two large employment centers of Downtown Denver and Anschutz Medical Campus at either end of the corridor. The current population and employment characteristics of the Colfax BRT corridor are summarized in **Table 1** including the various categories of transit dependents. Traffic volumes are significant and congestion levels on this major travel corridor continue to increase, with significant impact on transit travel times and increasing delay. Given the limited right-of-way, RTD/CCD have identified this opportunity to create center-running dedicated BRT lanes to create faster and more reliable transit service that will be competitive with the automobile and produce higher transit ridership.

Table 1. Colfax BRT Corridor Population and Employment - 2020

Population Group	Number within ½-mile	% of Total
Total population	97,392	100%
Total households	49,294	100%
Individuals of color	44,800	46%
Low-income households	12,324	25%
Adults aged 65 and over	8,765	9%
Individuals with a disability	12,661	13%
Households without a motor vehicle	8,380	17%
Households that are housing cost burdened	13,802	28%
Total Employment	135,760	100%

The BRT project is located on a relatively hight trafic volume corridor with high crash frequency and severity. Safety measures in this project include dedicated BRT lanes to reduce vehicle and pedestrian conflicts and reduce the number of crashes; removing left turns at unsignalized intersections between Broadway and Uinta via installation of a raised barrier separating the center-running BRT lanes, center station platforms so that a BRT rider only has to cross half of the street for the outbound and return trips, pedestrian crossing improvements, sidewalk bulbouts to reduce intersection crossing distance, improved lighting at and between stations, and signal timing improvements. The dedicated BRT lanes will also reduce the bus/motor vehicle/parking lane conflicts and the number of crashes. The expected reduction in vehicle miles of travel (VMT) due to higher transit ridership with the BRT project will also result in a safer corridor.

Conditions in the Horizon Year (2040)

Population in the corridor is forecasted to increase 23.8% and employment is forecasted to increase 12.5% by 2040 along the corridor. These increases will generate higher travel demand in the corridor, further exacerbating the current congestion and travel delays, particularly for the buses currently operating in mixed traffic flow in the corridor. The BRT project will create dedicated bus lanes, thereby making the transit service faster, more reliable and safer. The project will promote investment/reinvestment along the corridor by making significant infrastructure investments that will move more people through and within the Colfax corridor, which facilitates diversity and livability of the community. By moving forward in coordination with local and regional urban growth priorities and neighborhood plans, the project will help improve planning and investment decisions within the

growth areas served by the regionally important Colfax corridor. As previously mentioned, ridership is expected to increase by 42% to 31,300 boardings per average weekday by 2040.

Purpose and Merits of the Project

The purpose of the Colfax BRT project is to provide faster, more reliable, and safer transit service in this increasingly congested corridor that is experiencing slower transit travel speeds and longer travel times that will worsen significantly by 2040. The need for the Colfax BRT project is demonstrated by increasing transit travel demand in the corridor as a result of growing population and employment. The Colfax BRT project will increase transit ridership in the corridor by providing a comfortable, more frequent, and more reliable service for transit patrons to a variety of destinations along the corridor. The project will provide transit travel time savings of 10-14 minutes per trip. The project also supports the City's Vision Zero initiative, making travel safer for pedestrians, cyclists, motorists and transit riders. The Colfax BRT project will support future investment and economic redevelopment along the Colfax Avenue corridor, while continuing to provide an affordable travel option to help reduce household transportation costs.

The Colfax BRT project will improve and expand the region's multimodal transportation system, services, and connections as a first step in fulfilling the regional BRT network goal. It will also improve pedestrian and bicycle accessibility to transit. Based on STOPS model output, the BRT project is expected to produce a 42% increase in ridership which will increase the overall person trip throughput in the corridor. With its increased transit ridership, the BRT project is expected to reduce auromobile VMT by 29,115 miles per day in the opening year and by 32,918 miles per day by 2040, with the resulting improvement in safety and air quality with reduction in greenhouse gas emissions.

The BRT project will connect with numerous north/south bus lines along Colfax (Routes 0/0L, 12, 24, 40, 65, 73, 105, and 121) and at the Civic Center and Denver Union Station. The service will also connect with RTD light rail and commuter rail lines at Denver Union Station and the R Line at Colfax/I-225. This will promote improved connections of people throughout the metropolitan area. The project provides access to numerous affordable housing developments along the corridor, which contributes to diversifying the region's housing stock and also improves access to opportunity.

The project will improve connections to and expand the region's transit system as the first of several BRT corridors to be implemented as part of the *Denver Regional BRT Plan*. The project will improve transit operations and travel time in the corridor, which will in turn attract new transit riders, reduce traffic congestion, improve air quality, increase multi-modal connectivity, and encourage transit-oriented development near stations.

All BRT stations will be clearly defined and enhanced with specific branding/signage and will be accessible for persons with disabilities and meet all ADA requirements, offer shelter from the weather, and provide information on other transit schedules and routes. The center-running BRT stations in the Denver segment will be split platforms across the intersections (one platform in each direction) and will include BRT branding, raised platforms for level boarding, concrete bus pads, shelters that include weather protection, ticket vending machines, benches, trash receptacles, security cameras, emergency telephone, improved lighting, and route map/schedule displays.

In the Aurora segment from Yosemite to R Line station, the recently installed Route 15L enhanced shelters will be located at each station on the sidewalk adjacent to the curb lane. BRT branding, ticket vending machines, and emergency telephones will be added to the enhanced shelters that include weather protection, benches, trash receptacles, security cameras, lighting, and map/ schedule displays. Level boarding platforms will also be added at several of the Aurora stations.

Project Operating Plan and O&M Cost

As detailed in the Service Plan in Section 6 (attached), the BRT service will operate 24 hours a day, 7 days a week with three service patterns all serving Denver Union Station (DUS) that diverge at the R Line project terminus in Aurora to provide broader community coverage. The BRT service will provide a 4.3-minute composite headway service all weekdays (not only during peak periods), with 15-minute headway evenings/overnight and 7.5-minute weekend headway. Traffic signals will be upgraded to provide TSP where needed along the corridor to reduce transit travel time. The BRT service will combine and replace the existing bus Route 15 and bus Route 15L stops to provide more efficient station spacing and reduced transit travel time. The estimated O&M cost for the BRT project is $16,999,000 per year which is $1,061,000 higher than the current service O&M cost. This increment is less than 0.15 percent of RTD's FY 2022 operating budget (operations only, not inclusive of RTD's debt service, capital expenditures or reserves budget).

Project Delivery Method and Implementation Schedule

RTD/DOTI anticipate a Construction Manager/General Contractor (CM/GC) project delivery method to facilitate the final design effort and identify value engineering and construction efficiencies as well as potential time and cost savings. With the CM/GC approach, construction will begin in early 2024 and be completed in mid-2026, with revenue operations starting by the 3rd quarter of 2026 as shown in the project schedule below. The CM/GC delivery method will save at least one year and facilitate earlier revenue operations as desired by the corridor stakeholders and the community.

East Colfax BRT Overall Implementation Schedule

	2021				2022				2023				2024				2025				2026			
Activity	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Project Development (PE/NEPA)																								
Letter Request and FTA Approval to Enter Project Development																								
Finalize LPA and include in RTP																								
NEPA Document Completion/Approval																								
PE plans and cost estimate																								
IGA/Funding Commitment for Design/NEPA of Aurora Station Upgrades																								
PE and NEPA Clearance of Aurora Station Upgrades																								
Financial Plan - draft/final																								
FTA Small Starts project rating application (August 2022)																								
FTA Annual Report on Funding Recommendations																								
Final Design (21 months) incl. Aurora Station Upgrades																								
FTA Small Starts construction grant application (August 2023)																								
FTA Annual Report on Funding Recommendations																								
FTA Small Starts Grant Negotiations/Approval																								
FTA Small Starts Grant Appropriation/Availability of Funds																								
Construction, Bidding, Bus acquisition, Testing (30 months)																								
Revenue Operations (start in Q3/Q4 2026)																								>>>

Summary

In summary, the Colfax BRT project is the logical response to provide significantly faster, safer, more attractive, and more reliable transit service in the highest ridership corridor in the Denver Metropolitan Area. The anticipated capital investment in improved stations, dedicated BRT lanes, and better pedestrian access will specifically address the growing travel demand in the corridor and mitigate the increased congestion and transit travel time delays resulting from that growth. The project will improve transit operations and travel time in the corridor, which will in turn attract new transit riders, reduce traffic congestion, improve air quality, increase multi-modal connectivity, improve safety, and encourage transit-oriented development near stations. The outcome of the project will be an attractive transit service that is competitive with the automobile, will improve access and mobility, and will produce significantly higher transit ridership and total person-trip throughput in the corridor. The CM/GC project delivery method will ensure efficient and timely completion of the project in line with community interests.

Exhibit B

Cost Estimate

ENGINEER'S OPINION OF PROBABLE COST (EOPC)

PROJECT: East Colfax Ave. BRT Project
PROJECT NO.:
DATE: 10/17/2023
EOPC LEVEL: 60% Level
PREPARED BY: Mutaz B. Said

PROJECT DESCRIPTION/ASSUMPTIONS:

This is a breakdown of Aurora's costs - ICE, CM support, fiber, etc. Unallocated and allocated contingency are higher due to 0% design completed for Aurora Fiber Optic Backbone as of 10/10/23.

	ITEMS	TOTAL COST	% OF (a)
	10 - GUIDEWAY & TRACK ELEMENTS (route miles)	$ 1,548,357	*9.2%*
	20 - STATIONS, STOPS, TERMINALS, INTERMODAL (number)	$ 3,845,407	*22.7%*
	40 - SITEWORK & SPECIAL CONDITIONS	$ 3,157,400	*18.7%*
	50 - SYSTEMS	$ 4,983,458	*29.5%*
	60 - ROW, Land, Existing Improvements	$ 329,886	*2.0%*
	Fiber Optic Backbone (added scope)	$ 3,040,319	*18.0%*
(a)	**SUBTOTAL OF CONSTRUCTION ITEMS (a):**	**$ 16,904,826**	***100%***

	OTHER CONSTRUCTION COSTS	ESTIMATED COST	% OF (a)
	Allocated Contingency	$ 4,905,675	*29.0%*
	Unallocated Contingency	$ 2,535,724	*15.0%*
	Design and Preconstruction Services (included in previous IGA)	$ 2,330,000	
	Fiber Backbone Design Services (added scope)	$ 42,280	
	Survey/SUE for Fiber Backbone (Goodbee) (added scope)	$ 193,500	
	Professional Liability and other Non-Construction Insurance	$ 84,524	*0.5%*
	Legal; Permits; Review Fees by other agencies, cities, etc.	$ 84,524	*0.5%*
	Start Up	$ 84,524	*0.5%*
	Professional Services	$ 667,424	
(b)	**SUBTOTAL OF OTHER CONSTRUCTION COSTS (b):**	**$ 10,928,176**	

(c)	**ENGINEER'S OPINION OF TOTAL COSTS (a) + (b) = (c)**	**$ 27,833,002**
(d)	**FTA SMALL STARTS PORTION OF AURORA SEGMENT COSTS (49.7%)**	**$ 13,833,002**
(e)	**AURORA CONTRIBUTION FOR PRECONSTRUCTION & FINAL DESIGN (PREVIOUSLY EXECUTED IGA)**	**$ 2,330,000**
(f)	**REMAINING AURORA CONTRIBUTION REQUIRED FOR AURORA SEGMENT CONSTRUCTION (c) - (d) - (e) = (f)**	**$ 11,670,000**
(g)	**TOTAL AURORA CONTRIBUTION TO PROJECT (e) + (f) = (g)**	**$ 14,000,000**

Exhibit C

Temporary Construction Easements (TCEs)

E Colfax Ave BRT
Estimated Land Acquisition
City of Aurora

Site Address	Assessor Parcel Number	Owner Name	Parcel Size (SF)	Estimated Partial Fee Acq. Size (SF)	Estimated Temp. Esmt. Size (SF)
8950 E Colfax Ave, Aurora CO	1973-03-2-07-003	Luong Kevin D & Do Connie K	17,511	0	140
1494 Chester St, Aurora CO	1973-03-2-03-022	Kim Hang Sik	19,384	0	262
10030 E Colfax Ave, Aurora CO	1973-03-1-04-003	10030 East Colfax LLC	62,857	0	697
10498 E Colfax Ave, Aurora CO	1973-03-1-32-004	Daniel Group Ltd The	56,541	0	530
11104 E Colfax Ave, Aurora CO	1973-02-2-02-001	Corbin Blanca Jo	6,186	0	674
12100 E Colfax Ave, Aurora CO	1973-01-2-30-002	Fg Hard Corner Llc	74,096	0	872
13650 E Colfax Ave, Aurora CO	1973-01-1-43-001	13650 East Colfax Avenue Ground Owner LLC	274,907	0	183
13750 E Colfax Ave, Aurora CO	1975-06-2-00-018	13750 E Colfax Ave LLC	20,691	0	1059
E Colfax Ave, Aurora CO	1975-06-2-00-019	Regional Transportation District	1,830	0	125
E Colfax Ave, Aurora CO	1975-06-2-00-025	Regional Transportation District	29,621	0	226
9333 E E Colfax Ave, Aurora CO	0182334328022	Kim Gina Sookyung	27,007	0	675
10501 E Colfax Ave, Aurora CO	0182335324012	CP Thunder FS LLC	86,684	0	1529
11025 E Colfax Ave, Aurora CO	0182335326003	McDonalds USA LLC	23,958	0	187
11075 E Colfax Ave, Aurora CO	0182335326004	Cardenas Raul Zepeda	6,098	0	168
11095 E Colfax Ave, Aurora CO	0182335326005	HZ Props Co LLC	20,038	0	743
11479 E Colfax Ave, Aurora CO	0182335426020	Risas Real Estate And Equipment LLC	20,055	0	764
12085 E Colfax Ave, Aurora CO	0182335429012	Twin Star Energy LLC	41,818	0	1972
1775 N Aurora Ct, Aurora CO	0182336300001	Regents Of The University Of Colorado C/O Dan Wilkerson	2,116,567	0	349
1700 N Wheeling St, Aurora CO	0182336401003	United States Of America C/O Department Of Veterans Affairs	137,562	0	1370
13771 E Colfax Ave, Aurora CO	0182131320005	Regional Transportation District C/O Denver Transit Operators	7,405	0	500
13791 E Colfax Ave, Aurora CO	0182131320010	Regional Transportation District C/O Denver Transit Operators	23,958	0	1117